

ZB# 94-5

James Stamm

19-4-84

#94-5 - Stamm, James (Relocation Resources)

Prelim.

2/14/94

(Kenny Kirk has Affs.
for owner)

Deed &

Title Report &

Fees & 504

292 &

Check newspaper for legal.

Public Hearing:

April 16, 1994.

Area variance

Approved

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

13921

March 25 1994

Received of Realty World - Edmund Marion 50.00

fifty 00/100 DOLLARS

For Zoning Board Application # 94-5

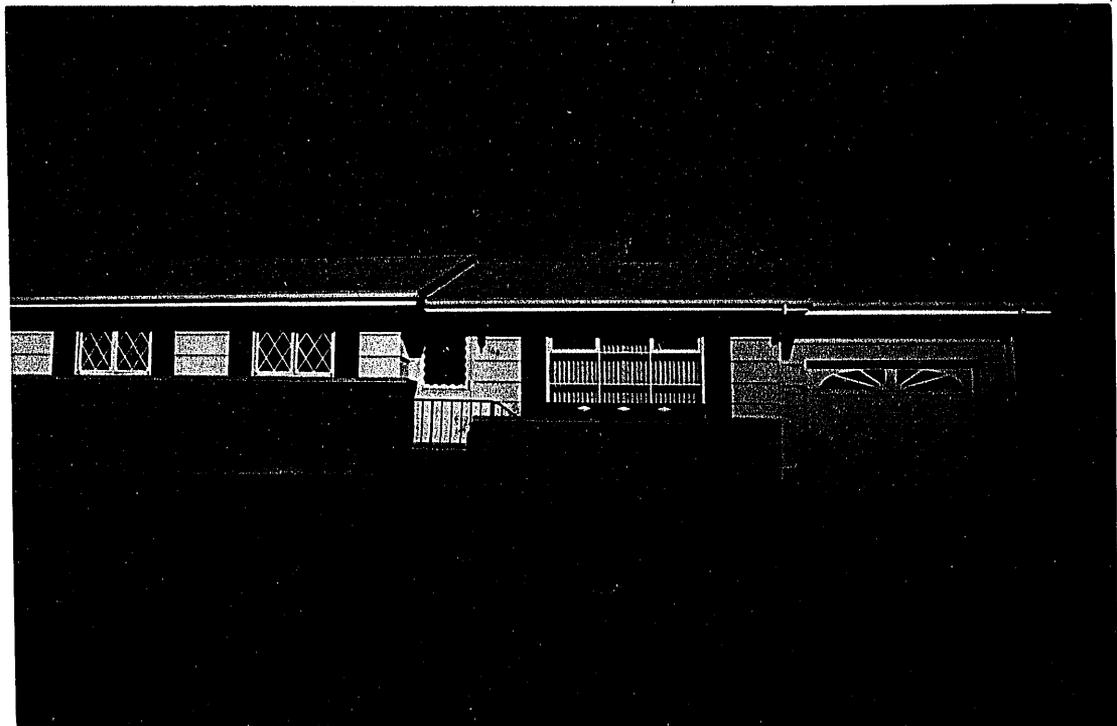
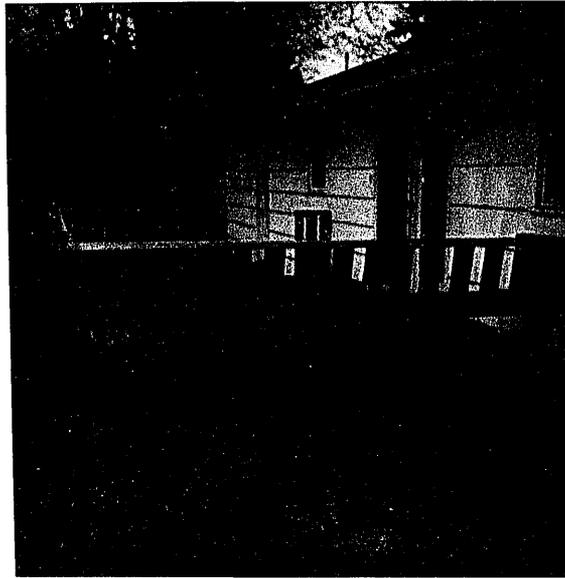
DISTRIBUTION:

FUND	CODE	AMOUNT
Check # 5685		50.00

By Dorothy N. Hansen
sh

Town clerk
Title

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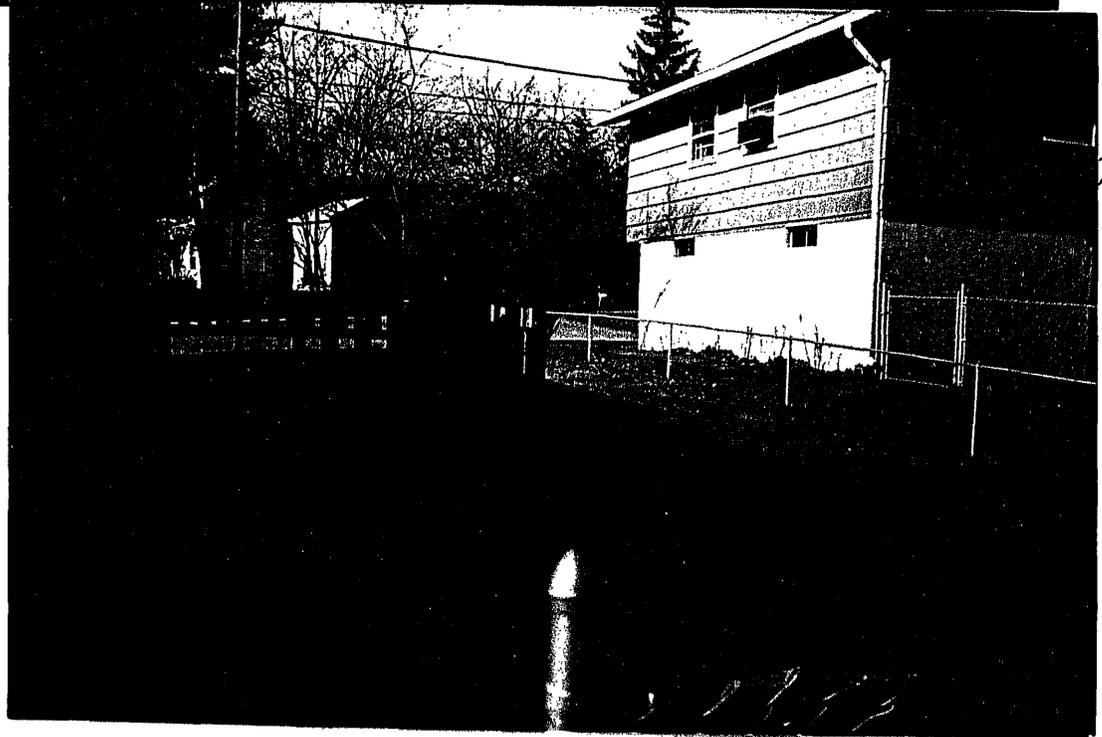
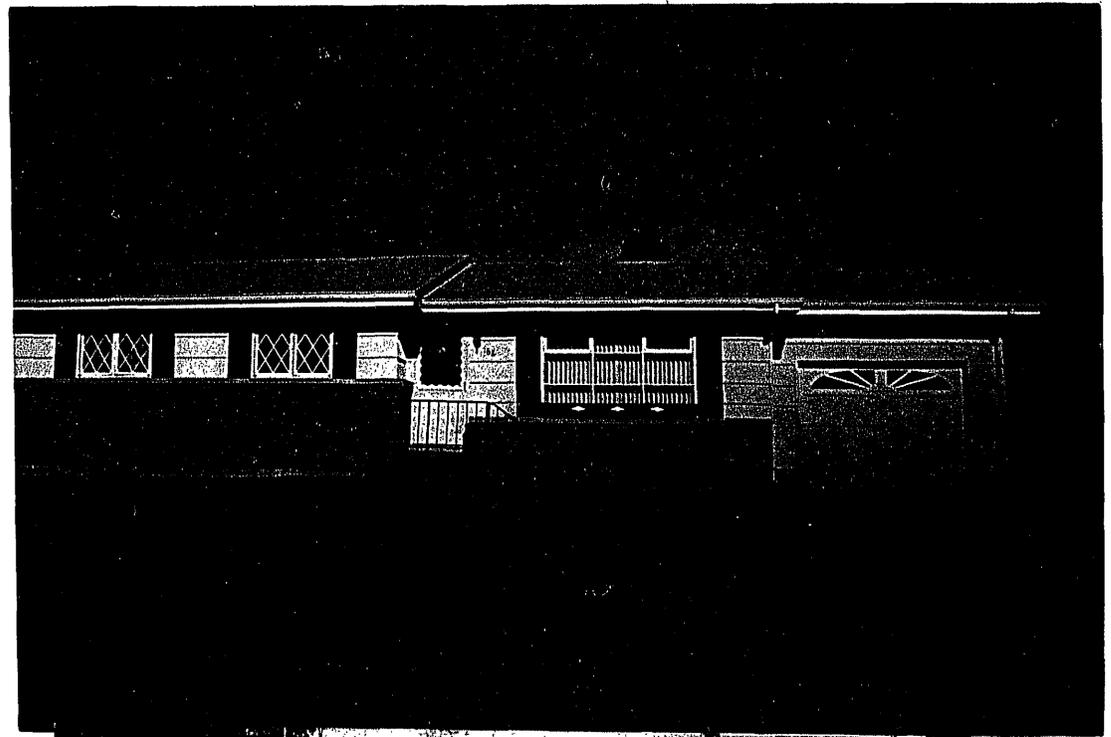
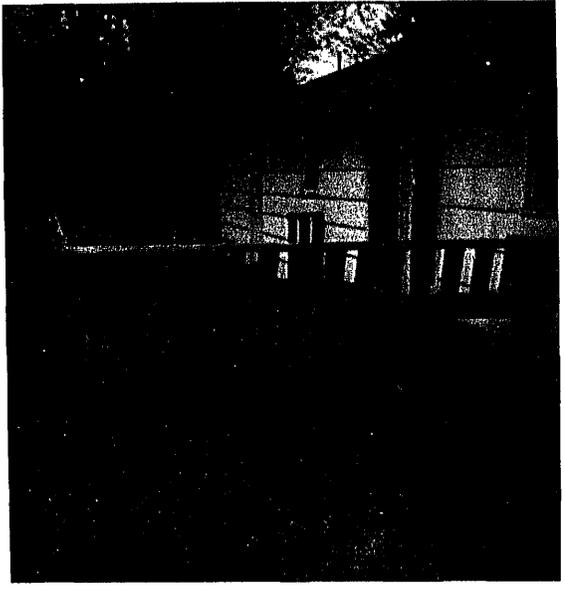
00247 - Coeieri, Franco

00247 - Caccieri, J

Check # 5685 | 50.00

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Town clerk
Title



57

ZUA #94-5 Escrow

564-4598
REALTY WORLD - EDMUND R. MARIAN
25 ROUTE 17K
NEWBURGH, NY 12550

EXPLANATION	AMOUNT
Relocation	
Resources	
168 Union Ave	

56

50-23

CHECK AMOUNT

PAY AMOUNT OF two hundred ninety-two and 00/100 DOLLARS

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
3/17/94	Town of New Windsor	# 5900 - 168 Union Ave	5684

\$ - 292.

11011

THE BANK OF NEW YORK
NEWBURGH, NY 12550

Edmund R. Marian

⑈005684⑈ ⑆021902352⑆ ⑆022502668⑆⑈

3/25/94
J. Zappala

REALTY WORLD - EDMUND R. MARIAN

25 ROUTE 17K
NEWBURGH, NY 12550

EXPLANATION	AMOUNT
Relocation Resources	
168 Union Ave	

568

50-235-21

PAY AMOUNT OF

two-hundred ninety-two and 00/100

DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
3/17/94	Town of New Windsor	# 5900 - 168 Union Ave	5684

\$ - 292.00

111011

THE BANK OF NEW YORK
NEWBURGH, NY 12550

Edmund R. Marian

⑈005684⑈ ⑆021902352⑆ ⑈0225026684⑈

REALTY WORLD - EDMUND R. MARIAN

25 ROUTE 17K
NEWBURGH, NY 12550

EXPLANATION	AMOUNT
Relocation Resources	
168 Union Avenue	

5685

50-235-21

PAY AMOUNT OF

fifty and 00/100

DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
3/17/94	Town of New Windsor	#5900 - 168 Union Ave	5685

\$ - 50.00

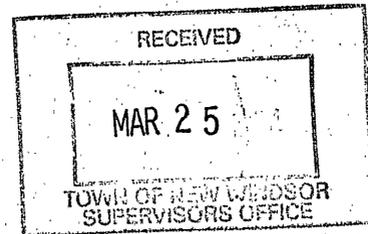
111011

THE BANK OF NEW YORK
NEWBURGH, NY 12550

Edmund R. Marian

⑈005685⑈ ⑆021902352⑆ ⑈0225026684⑈

file # 94-5



-----X
In the Matter of the Application of
JAMES STAMM,

DECISION GRANTING
AREA VARIANCE

#94-5.
-----X

WHEREAS, JAMES STAMM, 168 Union Avenue, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 30 ft. rear yard variance on applicant's property, for an existing deck located at the corner of Union and Cedar Avenue in an R-4 zone; and

WHEREAS, a public hearing was held on the 11th day of April, 1994 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Kerry Kirk appeared in behalf of the applicant and spoke in support of the application; and

WHEREAS, there were two (2) spectators appearing at the public hearing; and

WHEREAS, the application was opposed by the spectators; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to side yard in order to allow an existing deck to remain in its present location at the residential dwelling in an R-4 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order for applicant to obtain a certificate of occupancy for the existing deck located at the applicant's residential dwelling, which otherwise would be a pre-existing, non-conforming use.

4. The evidence presented by the applicant indicated that the deck was constructed some time previous to this application and that no building permit was obtained at the time. Not only was no building permit issued, but no certificate of occupancy was issued.

5. The evidence presented by the applicant showed that this was the only area upon which he could locate a deck being immediately adjacent to the back door. The deck is small in size

and is the smallest possible deck that could have been placed. It could not have been placed at any other location so as to allow the family living there with recreational outdoor living space in the spring and summer months.

6. The evidence presented by the applicant substantiated the fact that, although the deck is located off the kitchen, its impact on the neighboring properties is not great. One of the objectants, Mr. Faitak, objected to the existence of the deck because of its close proximity to his bedroom window.

7. Despite the neighbor's objection, it appeared that the occupants of this house could have a party at any time on their lawn and do the same thing as if a deck were there and so that the impact of the deck itself is minimal.

8. Although the area is residential, it appears that many of the neighboring properties do not have decks similar to this one. The Board felt, however, that a deck was a necessary and natural part of residential living at the present.

9. The evidence presented by the applicant further indicated that the deck could not be located in a conforming manner since the applicant does not own sufficient property as to allow that.

10. The deck could not have been constructed in a conforming manner, the evidence presented by the applicant shows, for the same reasons as are set forth in the paragraph above.

11. The evidence presented by the applicant indicated that the neighborhood surrounding the subject site is a mixed residential and commercial neighborhood.

12. It is the finding of this Board that the requested variance, if granted, will not blight the proper and orderly development and general welfare of the community since many of the residential dwellings located in the immediate area also have decks of comparable dimensions.

13. Given these factors it is the finding of this Board that the applicant's existing deck have not had, and will not have, an adverse effect on property values in the neighborhood.

14. The evidence presented by the applicant further substantiated the fact that the requested variance, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the deck and pool enhance the residential dwelling and appear to be typical improvements in this neighborhood and thus do not detract from other neighboring properties.

15. It is the finding of this Board that the proposed variance will not adversely impact the public health, safety and welfare.

WHEREAS, the Zoning Board of Appeals of the Town of New

Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable characteristic of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance for rear yard is substantial in relation to the bulk regulations for rear yard. However, it is the conclusion of this Board that the granting of the requested substantial area variance is warranted because there is no practical way in which the applicant could comply with the statutes.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a self-created one since the deck was apparently built without building permits or certificates of occupancy issued by the town. This self-created hardship does not, however, outweigh the physical hardship presented by the land and the smallness thereof.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 30 ft. rear yard variance for an existing deck at the above location in an R-4 zone, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: May 23, 1994.


Chairman

(ZBA DISK#12-101992.FD)

94-5

Prelim.

2/14/94

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: JANUARY 17, 1994

APPLICANT JAMES STAMM
% KERRY KIRK
25 RT. 17-K
NEWBURGH, N.Y. 12550 *Relocation Resources (owner)*

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: JANUARY 17, 1994
FOR (BUILDING PERMIT): EXISTING 12FT. X 18FT. WOOD DECK.

LOCATED AT: CORNER OF ¹⁶⁸ UNION AVENUE AND CEDAR AVENUE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 19, BLOCK: 4, LOT: 84
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

- 1. INSUFFICIENT REAR YARD SET-BACK

Ronald J. ...
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-14(B)(2)	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD	35FT.	
REQ'D SIDE YD	15FT.	
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.	40FT.	

REVISED 4-11-94 (MB)

10' FT

30 FT

26 FT

14 FT

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT 914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.



Kerry Kirk
Licensed Real Estate
Salesperson



REALLY WORLD® — Edmund R. Marlan
25 Route 17K, Newburgh, NY 12550
Bus: (914) 561-5656 Res: (914) 564-4598

Each office independently owned and operated



**IMPORTANT
CONSTRUCTION - YOU MUST CALL FOR THESE**

PERMITS FOR ALL CONSTRUCTION WORK. NOT ALL CASES BUT THOSE LISTED BELOW MUST BE MADE OR HELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION. AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO PROCEED. ANY DISAPPROVED WORK MUST BE REINSPECTED

AFTER CORRECTION.

WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING). FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN, INSULATION. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.

\$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.

- 1. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 2. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 3. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 4. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
- 5. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

PLEASE PRINT INFORMATION

Name of Owner of Premises JAMES STAMM

Address 168 UNION AVE Phone _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor _____

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder _____

If applicant is a corporation, signature of duly authorized officer: _____

(Name and title of corporate officer:)

On what street is property located? On the NORTH side of UNION AVE
(N.S.E. or W.)

and _____ feet from the intersection of _____

Zone or use district in which premises are situated R-4 Is property a flood zone? Yes _____ No _____

Tax Map description of property: Section 19 Block 4 Lot 84

State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy SINGLE FAMILY RESID. b. Intended use and occupancy DECK

APPLICATION FOR BUILDING PERMIT

WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING). FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN INSULATION.

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Name of Architect

Address Phone

Name of Contractor

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State whether applicant is owner, lessee, agent, architect, engineer or builder

If applicant is a corporation, signature of duly authorized officer

(Name and title of corporate officer)

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and feet from the intersection of

Zone or use district in which premises are situated R-4 Is property a flood zone? Yes No

Tax Map description of property: Section 19 Block 4 Lot 84

State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy SINGLE FAMILY RESID. b. Intended use and occupancy DECK

Nature of work (check which applicable): New Building Addition Alteration Repair

Removal Demolition Other EXIST-DECK 12x18

Size of lot: Front Rear Depth Front Yard Rear Yard Side Yard

Is this a corner lot? YES

Dimensions of entire new construction: Front Rear Depth Height Number of stories

If dwelling, number of dwelling units Number of dwelling units on each floor

Number of bedrooms Baths Toilets

Heating Plant: Gas Oil Electric/Hot Air Hot Water

If Garage, number of cars

If business, commercial or mixed occupancy, specify nature and extent of each type of use

Estimated cost Fee (to be paid on this application)

School District NEWBURGH

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

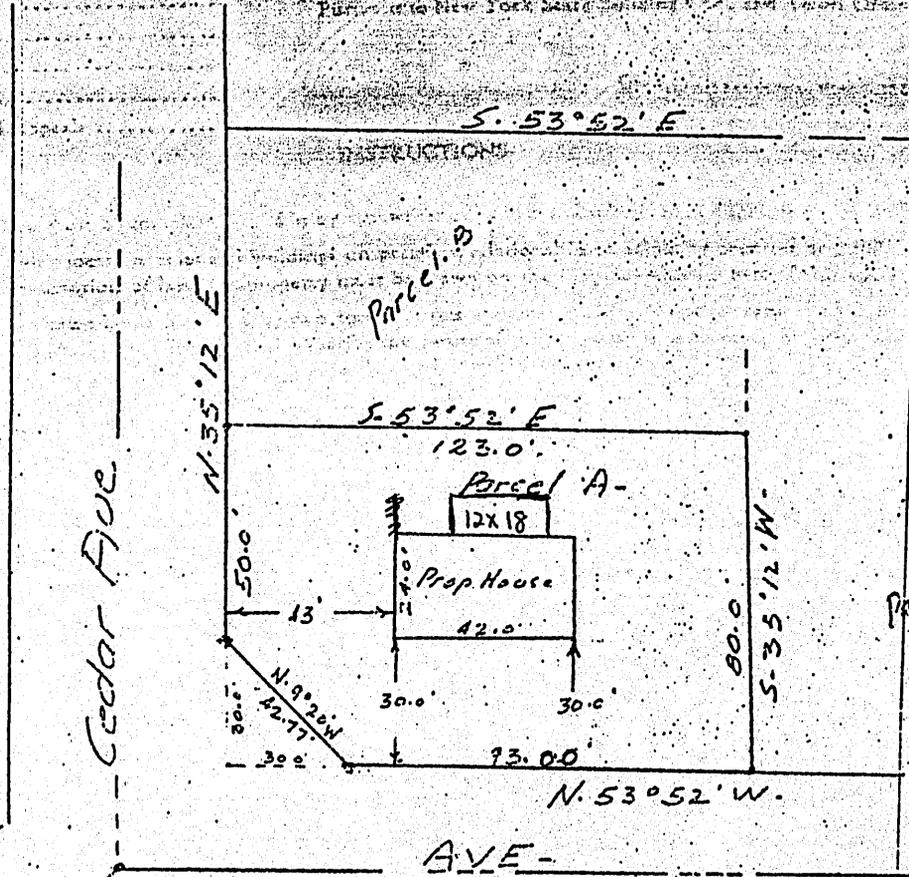
Plot Plan for Parcel A
 Lands of Michael DiMatta Jr
 Town of New Windsor Orange County, N.Y.

By The Department of Planning
 11/29/85/100

Scale
 1" = 10'

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Consistent Code and Town Ordinance



24
 30
 12

 41'

780
 66

 714

APPLICATION FOR BUILDING PERMIT

Part of the New York State Building Code and Town Ordinance

S. 53°52' E

INSTRUCTIONS

N. 35°12' E

Parcel B

S. 53°52' E

123.0'

Parcel A-

12x18

Prop. House

42.0'

S. 35°12' W

Parcel C

N. 9°22' W
42.77'

30.0'

93.00'

N. 53°52' W

Cedar Ave

AVE-

UNION

24
30
12

66'

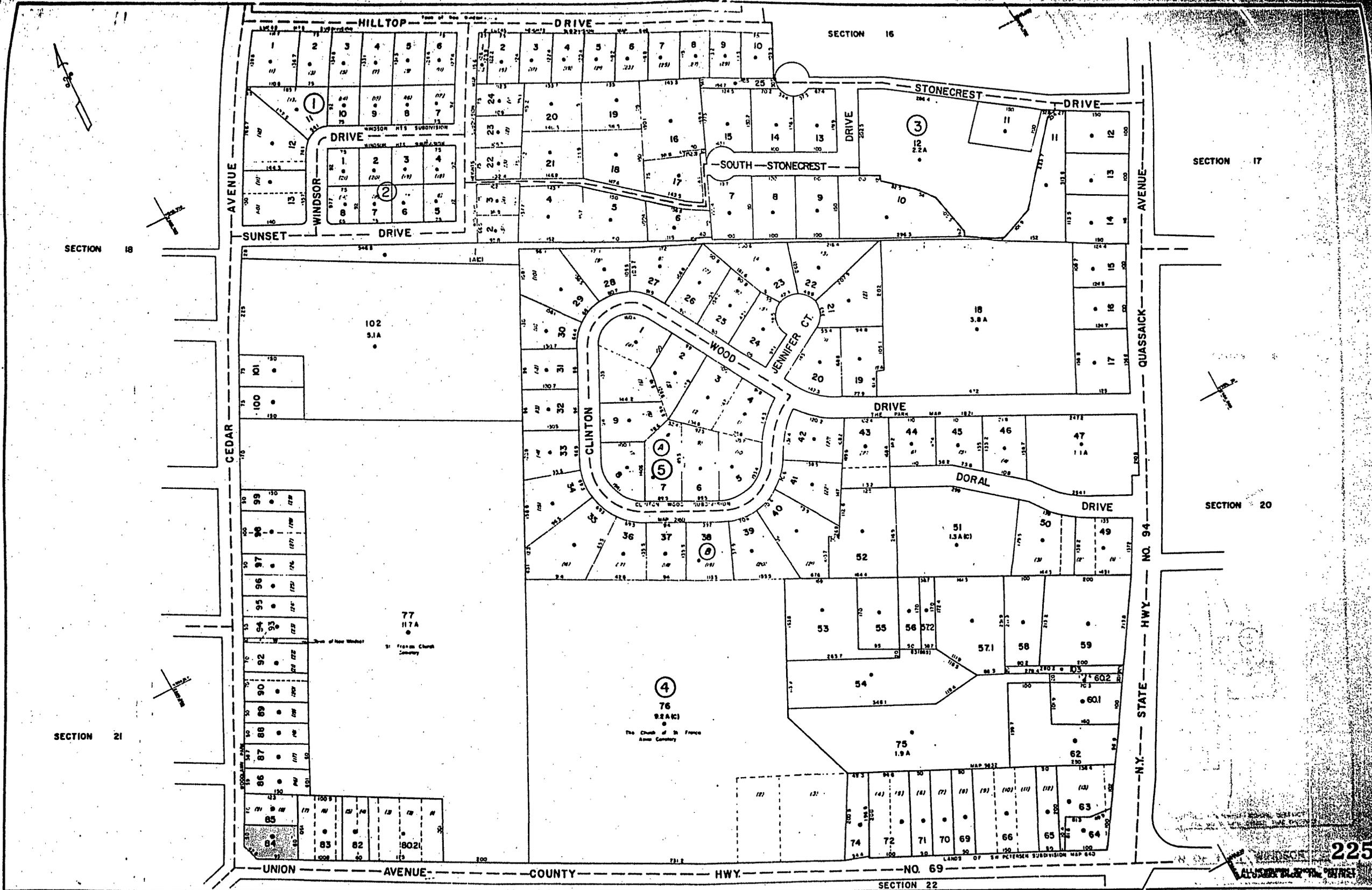
780
66

14

19-4-84

YY

S



Prepared by
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 CORPORATION
 100 W. 42nd St., New York 36, N.Y.
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 NOT TO BE USED FOR CONVEYANCE

LEGEND			
PIPING RESPONSIBILITY	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
ELIX SPUR/SILLAGE	ESSENTIAL LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
SOUTH A. SECTION LINE	MATCH LINE	AREAS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS	COUNTY HIGHWAYS
PROPERTY LINE			TOWN ROADS

ORANGE COUNTY-NEW YORK

Photo No. 14-3132 Date of Map: 9-24-67
 Date of Photo: 3-1-65 Date of Revision: 3-1-91
 Scale: 1" = 100'

TOWN OF NEW WINDSOR

Section No. 19

4/11/94 - Public Hearing - Stamm, Jerry # 99-5.

Name:	Address:	
Frank Kattab	133 Cedar Ave	objecting
Mary Kattab	133 Cedar Ave	

April 11, 1994

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PUBLIC HEARING

STAMM, JERRY

MR. NUGENT: First public hearing Jerry Stamm. Request for 26 ft. rear yard variance for existing deck located at corner of Union and Cedar Avenue in an R-4 zone. (19-4-84)

Kerry Kirk appeared before the board for this proposal.

MR. NUGENT: For the record, you have to go through what you told us the first time you were here.

MS. KIRK: Oh, okay, well, the variance is requested in that the deck is already existing, the previous, well, titled owner was told that no permits of course were necessary by the contractor he hired. The home now has a purchaser on it, the people are looking to close. They have commitment and we're just trying to clear up the C.O. issue on the deck, which is holding the sale up and it's a gorgeous deck.

MR. NUGENT: I'm sure we've all visited it and we have pictures, I'm sure we all know where the site is.

MS. KIRK: Just another one that I came across that you might want.

MR. NUGENT: Anyone here from the public that would like to sign in? Is there any questions by the the board?

MR. LANGANKE: What's the setback of the house to the property line?

MR. BABCOCK: 40 feet.

MR. LANGANKE: It is 40 feet?

MR. BABCOCK: That is correct.

MR. HOGAN: Actual, you're asking the actual dimension?

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MR. LANGANKE: Yes.

MR. BABCOCK: No, the requirement is 40 feet.

MR. LANGANKE: What do we actually have?

MR. BABCOCK: 22 foot 1 inch, myself and Dan are just noting there is a survey sent over by Mr. Bloom and on March 21, Mr. Chairman, if this survey that was sent over by Mr. Bloom, it was for a different reason. It was to get a letter to prepare a letter for his office and according to the survey that he sent us, there's 22 foot 1 inch from the house to the property line. If the deck is 12 foot, and they are saying they are 14 foot from the property line, that would be 26 foot instead of 22 foot.

MS. BARNHART: That is what we have, it's for 26.

MR. NUGENT: Variance requests for 26 foot.

MR. BABCOCK: That is not enough for that deck though according to this survey.

MR. LANGANKE: How come the setback isn't 40 foot?

MR. BABCOCK: Requirement is 40 foot. They are proposing what they told us 14 feet which is a difference of 26 feet.

MR. LANGANKE: What I am asking is why is the house obviously doesn't have a 40 foot setback?

MR. BABCOCK: That is correct.

MR. LANGANKE: How come?

MR. HOGAN: Long time ago.

MR. NUGENT: Pre-existing zoning.

MR. LANGANKE: This is what I am asking so at one time, the house was legal?

MR. BABCOCK: It was built in 1960. The house would be

okay but they've added the deck and apparently--

MS. KIRK: Those figures are off the original survey from 1960 so that might explain the discrepancy cause I do have have, this is the purchaser's survey so this was just done and I do see what you mean. It does say 22.1.

MR. BABCOCK: If the numbers that we have, the house would have to be off the property line 26 foot, the 14 foot that is left.

MR. KRIEGER: What's the existing space between the back of the house and the rear property line?

MR. BABCOCK: 22 foot 1 inch.

MR. KRIEGER: And how--

MR. BABCOCK: And the deck is 12 foot out.

MR. NUGENT: They have ten feet off the property line?

MR. BABCOCK: That is correct.

MR. BABCOCK: Ten foot one inch, that is correct and we wrote it up as being 14 feet off the property line.

MR. NUGENT: That should be 30 foot variance not a 26 foot variance.

MR. KRIEGER: 30 foot 1 inch, wouldn't want them to come back here for an inch.

MR. LANGANKE: When was the deck put in? The other people, did they have a building permit then to put it in?

MR. NUGENT: No, that is why they are here.

MR. BABCOCK: Can we change the numbers right now?

MR. KRIEGER: Yes, I think the thing to do is to change the numbers on the application. Have the applicant initial them, the public notice is sufficient cause it

didn't, happily, it wasn't more specific than it had to be.

MR. BABCOCK: Maybe I can possibly correct you. I shouldn't say you're wrong but the way I have this is they are required to be 40, they have ten foot one inch so they'd need a variance of 29 11 so if we say ten foot and 30 is fine.

MR. KRIEGER: If we have 30 feet, it gives them an inch to play with.

MR. BABCOCK: We'll say they are ten foot from the property line and the required variance of 30 feet and that gives them the extra inch.

MR. NUGENT: Okay.

MR. BABCOCK: You should do it on their application also.

MS. BARNHART: I just did.

MR. NUGENT: Any other comments or questions? Hearing none at this point, I'd like to open it up to the public and you want to speak?

MR. FAITAK: Yeah, it's right underneath my bedroom, the deck.

MRS. FAITAK: How much are they over what they should be?

MR. NUGENT: According to today's standards, they are not allowed a deck on the house.

MR. FAITAK: According to last year's too, when they built it.

MR. NUGENT: Yes, see that house would never meet today's standards no matter what, the house wouldn't even meet it but because it was built before 1967, before zoning was enacted in the Town of New Windsor, it's grandfathered so there's nothing we can do about the house. They really aren't allowed a deck by

April 11, 1994

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today's law. For the stenographer, just tell your name and address.

MR. FAITAK: Frank Faitack, F-A-I-T-A-K, 133 Cedar Avenue, New Windsor, New York.

MR. NUGENT: You objected to this deck?

MRS. FAITAK: It seems like everybody is grabbing a little bit of everything.

MR. FAITAK: Everybody just goes and puts up whatever they want and then the guy next door that has got that much of my driveway. I didn't know until years after I was out there. What am I going to do, dig the driveway up? The guy in back of us puts trees on the property and next thing we know, we're losing the property in the back. Pretty soon, we'll be lucky we own the house, just paying the taxes.

MRS. FAITAK: And we understand--

MR. FAITAK: I didn't mind when Stamm was there, he didn't ask, I had no objections.

MRS. FAITAK: We didn't even know till it was up.

MR. NUGENT: That is the unfortunate part about it, is that you don't, all those houses were built before zoning was enacted.

MR. FAITAK: When he put the driveway in, that much of the driveway belonged to me but I didn't know. What am I going to do?

MRS. FAITAK: Everybody can do what they please and get away with it. That is exactly what it sounds like. Then you didn't hear about this until you go to sell or something else and I also learned from someone that called us that the fence is on our lot so it seems like everything is closing in on us and we have nothing to say about it.

MR. FAITAK: Just losing more and more each year there.

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MRS. FAITAK: Everybody does as they please.

MR. NUGENT: I can't read this because it's too close but it looks like part of the chain link fence is on your property.

MRS. FAITAK: That is exactly what we heard from another lawyer.

MR. NUGENT: One foot four inches of just one corner, rest of it is fine. The rear right-hand corner.

MR. FAITAK: It was fine with Stamm. I didn't mind when Jimmy was there too much because we were neighbors for 30 years but I don't know who we're going to get now. Supposing they want to party 12 o'clock at night, that is right underneath my bedroom. I didn't want to have to listen to that.

MR. NUGENT: They can party on the lawn and do the same thing and you couldn't do anything about it but when a deck is already there, it's very difficult to get rid of it.

MRS. FAITAK: This is my point. They just, everybody builds what they want to build and then it becomes all right, it becomes fine.

MR. NUGENT: That is why we try to correct it here.

MRS. FAITAK: But it's after the fact.

MR. LANGANKE: What Mr. Nugent is saying when they started to build it, if you had gone to the Town at that time and said hey, what's going on here, perhaps then--

MRS. FAITAK: How are we to know that a deck should not be on that piece of land?

MR. NUGENT: It always had a deck.

MRS. FAITAK: Never, there was never a porch. It was a concrete block that Peggy stepped off on. There was never a porch, step or thing on it. Now all of a

sudden, we've got a big deck and nobody cares.

MR. NUGENT: I don't want you to think that we don't care, just that there ain't a great deal we can do about it.

MRS. FAITAK: It seems like everybody can do everything and when it comes time to buy or sell the house, all things come to bloom.

MR. FAITAK: If the guy next door to me, Louie, has got his driveway that much of it I owned when I got that house. Now it's been there for 26 years. Now if I went to sell, would that be his now because he's had like squatter's rights for 26 years?

MR. NUGENT: No. When they surveyed your house, it would be your property.

MRS. FAITAK: What the surveyor says but it was surveyed last year. It was that far the stake, was out that far from the property. This guy come and surveyed and the stake is this far from the property. Whose survey is right? Which one's surveying is right? I'm not going to spend the money to get it surveyed.

MR. NUGENT: Maybe the new people will.

MR. FAITAK: Somebody's not surveying right.

MR. NUGENT: Not a lot of substantial points to go from, okay, if there's no further comments from the public.

MR. HOGAN: Are you objecting to the deck tonight?

MR. FAITAK: The wrong people could get in there and it could be trouble for me.

MRS. FAITAK: We have been there 26 years, no problems whatsoever.

MR. FAITAK: He just put the deck up last year. If he is going to keep the house, I didn't know whether--

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MRS. FAITAK: We assumed now what he was doing, who are we to say what are you building? I'm not a surveyor or know the lines, where the lines are or anything else. All of a sudden, it's just okay.

MR. HOGAN: This is a difficult lot because it happens to be on the corner and the lot that you are on which is right to the rear of that one you have a deeper piece of property.

MRS. FAITAK: It has more depth, yes.

MR. HOGAN: And perhaps narrower across the front but deeper, I didn't know whether you have a deck or not but over the years, the lifestyles of so many people have changed and the deck becomes an important thing. This particular house with this difficult lot, really couldn't do anything legally other than the fact just keep the house just the way it was. So I just, I know you didn't have a problem with your neighbor who was there for 30 years and I know you're probably frightful that you are going to get some neighbors that you are not going to get along with regardless we have to hear from you whether or not you're objecting to the deck.

MRS. FAITAK: On top of that, we have a problem in the back where all the junk is there for years and it's quite an eyesore too. I think that has been brought to the attention too, supposed to be cleaning that up.

MR. KRIEGER: This junk, is it this property that it is coming from or another property?

MRS. FAITAK: No, no, no, this is next door to this property.

MR. KRIEGER: Are there other houses in the, right around you that have decks? Just trying to get a feel.

MRS. FAITAK: No, I don't think so.

MRS. FAITAK: They probably have more up the street but right in the vicinity of us, you know, the three houses or whatever it might be, no.

April 11, 1994

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MR. KRIEGER: Is that, I'm asking you so you can go on the record, is that all residential, is it mixed commercial and residential?

MRS. FAITAK: It's supposed to be all residential.

MR. NUGENT: Across the street is a cemetery, that is residential.

MR. FAITAK: They are the best neighbors.

MR. NUGENT: Any further questions? At this time, I'd like to close the public hearing and open it back up to the board, if there are any further questions. If not, I accept a motion.

MR. HOGAN: I make a motion, I'm sorry, I hear your thoughts. I understand how people live these days and I do make a motion that we grant the variance to Jerry Stamm and I just hope you get some good neighbors.

MRS. FAITAK: If I want to build anything I want then that will be all right too, right?

MR. NUGENT: Don't get caught.

MR. FAITAK: Till you get it up.

MRS. FAITAK: And the years pass by and everything is fine.

MR. LANGANKE: Second it.

ROLL CALL:

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. NUGENT	AYE

Rec'd -
ZBA 4/4/94 -
(PAB)

file

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 5
Request of James Stamm c/o Kerry Kirk
for a VARIANCE of
the regulations of the Zoning Local Law to
permit construction of wood deck with insufficient
rear yard setback

being a VARIANCE of
Section 48-12 - Table of Use/Bulk Regs. Col. G
for property situated as follows:
corner of Union Avenue and Cedar Avenue and
designated as New Windsor Tax Lot Section 19
Block 4 Lot 84

SAID HEARING will take place on the 11th day of
April, 1994, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

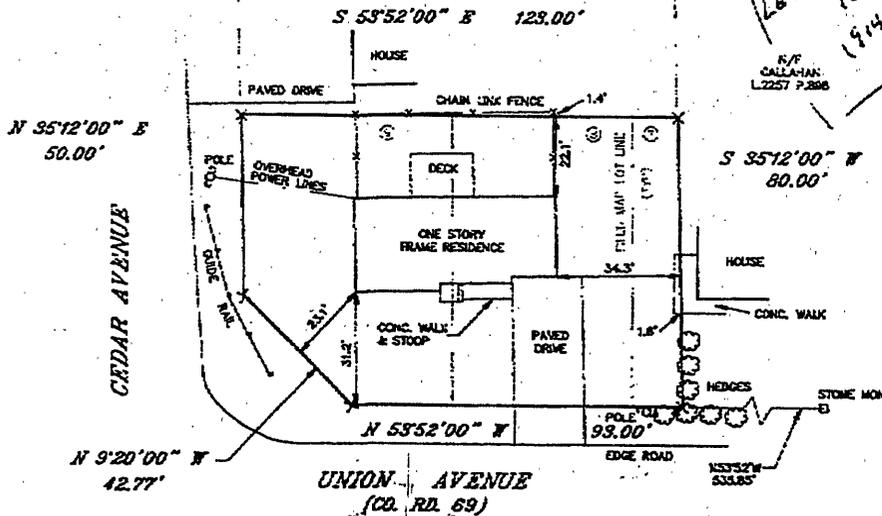
James Nugent
Chairman



PARCEL AREA
9,389±S.P.
0.22±Ac.

133 CEDAR
M.S. FAITAK
1914 562-1558
FAITAK
L1775 P.317

LEWIS CALAHAN
104 UNION
1914 565-8371
R/F
CALAHAN
L2257 P.206



GENERAL NOTES

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209 (2) of the New York State Education Law.
2. Only copies from the original of this survey, marked with an original of land surveyor's inked seal, shall be considered to be valid true copies.
3. Certification shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon and is not transferable to additional institutions or subsequent owners.

SPECIAL NOTES

1. Being a portion of Lots 7, 8, & 9 as shown on a map entitled "Woodlawn Park", said map having been filed in the Orange County Clerk's Office on 30 November 1942 as Map No. 1254.
2. Surveyed in accordance with said map, deeds of record and physical monumentation found at the time of the survey.
3. Offsets shown are at right angles to the property lines.
4. No certification is made for items not visible at ground surface at the time of the survey. Eighteen to twenty-four (18-24) inches of snow cover on the ground at the time of survey.
5. This plan was prepared prior to the receipt of a Title Report or Abstract of Title and is therefore subject to easements and other grants not visible, if any.

CERTIFICATION

I hereby certify to Daniel Samuel, Sosamma Samuel, Stewart Title Insurance Company, and KeyCore Mortgage, Inc., its successors, and/or assigns, that this plan resulted from an actual field survey of the indicated premises completed on 7 March 1994 performed in accordance with the Code of Practice adopted by the New York State Association of Professional Land Surveyors, Inc., and is, to the best of my knowledge and belief, correct.



Grevas & Hudon, P.C. LAND SURVEYORS 33 CLAWSON AVENUE, NEW BRUNSWICK, NEW YORK 08901 TEL: (908) 382-3887		SURVEY FOR DANIEL SAMUEL & SOSAMMA SAMUEL TOWN OF NEW BRUNSWICK, ORANGE COUNTY, NEW YORK	
REMSONS: ACADSAMUEL		Drawn: WBS Checked: Scale: 1"=30' Date: 9 Mar 1994 Job No: 94-015	
DATE	DESCRIPTION	BOUNDARY/LOCATION SURVEY	

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

94-5.

Date: _____

KERRY KIRK 25 RTE 17 K NEWBURGH, N.Y 12550 561-5656

- I. ✓ Applicant Information; RELOCATION RESOURCES, INC
- (a) JAMES STAMM C/O 120 LONGWATER DR. NORWELL MASS. 617-871-4500
(Name, address and phone of Applicant) 02061 (Owner)
- (b) SAMUEL DANIEL + SOSAMMA SAMUEL 47B WELINGTON DR. 561-3315
(Name, address and phone of purchaser or lessee) NEW WINDSOR
- (c) JOSEPH JACEK JR. 80 WEST MAIN ST. ROCHESTER, N.Y 716-454-7145
(Name, address and phone of attorney) 14614
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. ✓ Property Information:

- (a) R-4 168 UNION AVE 19-4-84 .22
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? P1
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 1991
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- _____

IV. Use Variance. N/A.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____
- _____

^{N/A}
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. ✓ Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. <u>35 ft.</u>	_____	_____
Reqd. Side Yd. <u>15 ft.</u>	_____	_____
Reqd. Rear Yd. <u>40 ft.</u>	<u>10 ft</u> <u>14 ft</u>	<u>30 ft.</u> <u>26 ft.</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

Revised 4/11/1994

* Residential Districts only
 ** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

THE DECK IN QUESTION I FEEL ENHANCES THE PROPERTY AND ADDS SOME VALUE. IT IS VERY NICELY CONSTRUCTED OF CEDAR. THE SALE OF THIS PROPERTY IS CONTINGENT ON GETTING THIS VARIANCE.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

N/A
(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

DECK WAS BUILT WITH CEDAR

✓ IX. Attachments required:

- Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- Copy of tax map showing adjacent properties.

- N/A Copy of contract of sale, lease or franchise agreement.
- ✓ Copy of deed and title policy.
- ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- N/A Copy(ies) of sign(s) with dimensions and location.
- Paid Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 292.00, each payable to the TOWN OF NEW WINDSOR.
- ✓ Photographs of existing premises from several angles.

X. Affidavit.

Date: 3/28/94.

STATE OF NEW YORK)
) SS.:
 COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X

 (Applicant)

Sworn to before me this
 ___ day of _____, 19__.

XI. ZBA Action:

- (a) Public Hearing date: _____.
- (b) Variance: Granted () Denied ()
- (c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

35 ✓

March 20, 1994

Kerry Kirk
25 RTE. 17K
Newburgh, NY 12550

RE: 19-4-84
Owner: James Stamm

Dear Ms. Kirk:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$ 55.00, minus your deposit of \$25.00. Please remit the balance of \$30.00 to the Town Clerk's office.

Sincerely,

L. Cook/CP

LESLIE COOK
Sole Assessor

LC/cp
Attachments
cc: Pat Barnhart

St. Francis Church ✓
145 Benkard Avenue
Newburgh, NY 12550

Janufka, Fred F. & Marian A. ✓
158 Union Avenue
New Windsor, NY 12553

Travis, Ezra T. & Rose H. ✓
160 Union Avenue
New Windsor, NY 12553

Callahan, Lewis L. & ✓
Andrews, Jean Marie
164 Union Avenue
New Windsor, NY 12553

Faitak, Frank Joseph & Mary J. ✓
133 Cedar Ave.
New Windsor, NY 12553

Seymour, Lewis R. & Katherine P. ✓
131 Cedar Ave.
New Windsor, NY 12553

Silvagni, James & Mary ✓
129 Cedar Ave.
New Windsor, NY 12553

Ellingsen, Henry & Rosemary ✓
125 Cedar Ave.
New Windsor, NY 12553

Fahy, Kevin M. & Dawn M. ✓
123 Cedar Ave.
New Windsor, NY 12553

Marshall, Anthony & Rita ✓
121 Cedar Ave.
New Windsor, NY 12553

Town of New Windsor ✓
555 Union Ave.
New Windsor, NY 12553

Metzger, Margaret L. ✓
119 Cedar Ave.
New Windsor, NY 12553

Casey, Justine & John ✓
117 Cedar Ave.
New Windsor, NY 12553

Chivattoni, Ann M. ✓
9 Hickory Ave.
New Windsor, NY 12553

Mussari, Joseph & Mary ✓
5 Hickory Ave.
New Windsor, NY 12553

Quicksell, Donald E. & Chin S. ✓
122 Cedar Ave.
New Windsor, NY 12553

Voellmann, Richard H. & Jeanette ✓
124 Cedar Ave.
New Windsor, NY 12553

Lock, Michael & ✓
Martino, Leigh
126 Cedar Ave.
New Windsor, NY 12553

Pisani, Richard F. ✓
6 Woodlawn Ave.
New Windsor, NY 12553

Casnocha, Veronica & Richard ✓
8 Woodlawn Ave.
New Windsor, NY 12553

Cotton, Carol & ✓
Leary, Helen
12 Woodlawn Ave.
New Windsor, NY 12553

Fasano, John J. Jr. & Frances L. ✓
11 Woodlawn Ave.
New Windsor, NY 12553

Kogge, Russell G. & ✓
McCutcheon, Marianne
9 Woodlawn Ave.
New Windsor, NY 12553

Armour, Robert J. & Evelyn M. ✓
7 Woodlawn Ave.
New Windsor, NY 12553

Morrison, Kevin M. & Valerie ✓
5 Woodlawn Ave.
New Windsor, NY 12553

Manuche, George J. Jr. & ✓
Wright, Martha
One Lincoln Plaza
New York, NY 10001

DaMario, Carmine ✓
61 Clancy Avenue
New Windsor, NY 12553

Thole, Marilyn ✓
c/o Rev. Lynn Starr-Post
231 MacArthur Ave.
New Windsor, NY 12553

Toner, Paul A. & Theresa H. ✓
233 MacArthur Ave.
New Windsor, NY 12553

Jaczko, Jr. John A. ✓
186 Union Ave.
New Windsor, NY 12553

Grieco, Ernest & Irene R. ✓
184 Union Ave.
New Windsor, NY 12553

Jacaruso, Marjorie ✓
180 Union Ave.
New Windsor, NY 12553

Ferguson Donald G. & Dolores B. ✓
178 Union Ave.
New Windsor, NY 12553

Mule Santo J & Lisa A ✓
174 Union Ave.
New Windsor, NY. 12553

The Newburgh Woodlawn Cemetery Association ✓
93 Union Ave.
New Windsor, NY. 12553

TITLE INSURANCE COMPANY OF MINNESOTA

POLICY #AS 3023319

TITLE #AA911085

AMOUNT OF INSURANCE: \$100,000.00

DATE OF ISSUE: 9/27/91

SCHEDULE A

1. **NAME OF INSURED: JAMES EDWARD STAMM .**

2. **THE FEE SIMPLE TITLE TO SAID LAND IS, AT THE DATE HEREOF, VESTED IN: JAMES EDWARD STAMM by deed dated 09/16/91 made by PAUL J. STAMM and MARGARET M. STAMM, duly recorded in the Orange County Clerk's Office on 09/27/91 in Liber 3499 Cp. 185.**

3. **THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE Town of New Windsor, COUNTY OF Orange AND STATE OF NEW YORK, AND IS DESCRIBED AS FOLLOWS:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly line of Union Avenue, said point located 535.85 feet on a course of North 53 degrees 52 minutes West from a stone monument as shown on a certain map entitled "Woodlawn Park (revised November, 1942), said map made by T. Jargstoff, L.S., dated November 5, 1942 and filed in the Office of the Clerk of Orange County on November 30, 1942 as Filed Map #1254; thence continuing along the road line on the same North 53 degrees 52 minutes West 93.00 feet to a point; thence still along the road line and on a chord, with an undefined arc, North 09 degrees 20 minutes West 42.77 feet to a point on the easterly line of Cedar Avenue; thence along the line of Cedar Avenue North 35 degrees 12 minutes East 50.00 feet to a point; thence on a line parallel with Union Avenue and along lands now or formerly of Faitak, South 53 degrees 52 minutes East 123.00 feet to a point in the westerly line of lands now or formerly of Andrews, et al.; thence along this westerly line South 35 degrees 12 minutes West 80.00 feet to a point on the northerly line of Union Avenue and the point or place of BEGINNING.

TITLE INSURANCE COMPANY OF MINNESOTA

POLICY #AS 3023319

TITLE #AA911085

SCHEDULE B

SHOWING DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT, BY THIS POLICY, INSURE:

1. Mechanics', Contractors' or materialmen's liens and lien claims, if any, where no notice thereof appears on record.
2. MORTGAGE made by the insured to Marine Midland Bank its successors and/or assigns in the amount of \$95,000.00 on 09/16/91 and duly recorded in the Orange County Clerk's Office on 09/27/91 in Liber 4091 Mp. 116.
3. Survey dated 8/10/91, made by Francis E. Whitaker, L.S., shows no encroachments or variations of lot lines, except the following: 1) Dirt drive extends beyond southwesterly boundary line leading to Union Avenue. 2) Chain link fence extends beyond northeasterly boundary line onto lands now or formerly of Faitak up to 1.2 feet. 3) Concrete pad from lands to the southeast (now or formerly of Andrews, et al.) extend within bounds up to 2.7 feet. 4) Overhead utility wires within bounds.
4. Easements, conditions, restrictive covenants, judgments, mechanic's liens, other liens, encumbrances, defects and objections of title: Covenants and restrictions in Liber 1379 Cp. 389 - Number 7 in Covenants and restrictions in Liber 1379 Cp. 389 has been violated. However, Company will insure, for mortgage purposes, that the exercise of any other rights set forth in said covenants and restrictions have not been violated and that any present or future violation thereof will not result in the reversion of forfeiture of title and the violation of said number "7" will not result in any monetary loss to the mortgagee; Utility easements in Liber 1044 Cp. 615, Liber 1037 Cp. 6; Liber 878 Cp. 252 and Liber 870 Cp. 414. Company will insure, for mortgage purposes, that the exercise of any rights set forth in utility easement in Liber 1044 Cp. 615, Liber 1037 Cp. 6; Liber 878 Cp. 252 and Liber 870 Cp. 414 will not interfere with the use and enjoyment of the structures as same presently exist on the subject premises.
5. Subject to rights and easements, if any, acquired by any public utility company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.

RELOCATION  RESOURCES®

Rebecca Spencer, CRP
Vice President, Domestic Operations

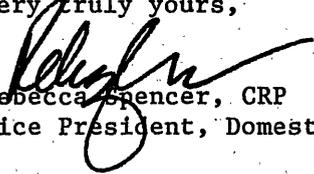
February 14, 1994

Ms. Kerry Kirk and
Mr. Edmund R. Marian
Realty World-Edmund R. Marian
25 Route 17k
Newburgh, NY 12550

Dear Ms. Kirk and Mr. Marian:

You are hereby authorized to appear and represent Relocation Resources, Inc. and James E. Stamm, the record owner of the property located at 168 Union Ave.; New Windsor, NY 12553, before the Zoning Board of New Windsor, New York in connection with seeking a variance for a deck located at the aforementioned property. You are authorized to take whatever steps you deem necessary and appropriate to represent us in this matter.

Very truly yours,


Rebecca Spencer, CRP
Vice President, Domestic Operations

LIMITED POWER OF ATTORNEY

TO TRANSFER SPECIFIC REAL ESTATE DEFINED HEREIN

The undersigned, residing at 168 Union Avenue New Windsor, NY 12553
(current address) and being the owner(s) of the premises described in a certain deed dated _____
and recorded _____

(Located, County, State) with title reference _____
otherwise known as 168 Union Avenue New Windsor, NY 12553 (property address),
do (does) hereby constitute and appoint RELOCATION RESOURCES, INC., a Delaware corporation with
a principal place of business in Norwell, Massachusetts, or RELOCATION CLOSING SERVICES, INC.,
with its principal place of business in Norwell, Massachusetts, its successors and assigns, the true and
lawful attorney-in-fact for the undersigned, and in the name, place and stead and on behalf of the under-
signed with full power of substitution, to take all action deemed necessary or desirable by said RELOCA-
TION RESOURCES, INC., or RELOCATION CLOSING SERVICES, INC., with respect to the sale of the
above-referenced premises to any party, including without limitation said RELOCATION RESOURCES,
INC., or RELOCATION CLOSING SERVICES, INC., with full authority to complete or execute on behalf
of the undersigned any contracts, deeds, supporting affidavits or other documents related to the transfer
of such title, together with all appurtenant interests at such price and on such other terms and conditions
as said attorney-in-fact shall deem proper; and do (does) hereby irrevocably grant to said attorney-in-fact
the power to do all things with respect to the said premises which the undersigned could do if the under-
signed were personally present.

This limited power of attorney is given for value received and shall be deemed coupled with an interest
and irrevocable; provided, however, that it may not be used for any other purpose not directly connected
with the sale or transfer of title to the above-referenced premises.

This limited power of attorney may be exercised by any individual duly appointed by said RELOCATION
RESOURCES, INC., or RELOCATION CLOSING SERVICES, INC.

IN WITNESS WHEREOF, the undersigned has (have) executed this Limited Power of Attorney
this 5 day of February, 1993.

James E. Stamm
Signature _____ James E. Stamm _____ Signature _____

WITNESS: Jacques P. Worthington et _____ WITNESS: _____

WITNESS: Robert J. Mash _____ WITNESS: _____

STATE OF: _____ COUNTY OF: _____

On (date) Feb 5, 1993, before me, the undersigned, a Notary Public in and
for said State, personally appeared the above named James Stamm
and acknowledged the foregoing instrument to be his free act and deed.
(his, her, their)

WITNESS my hand and seal

Name (Type or Print): MARLENE YOUNG
Signature: Marlene Young
My Commission Expires: _____

MARLENE YOUNG (Notary Seal)
Notary Public, State of NJ
No. 2007248
Qualified in Bergen County
Commission Expires Jan. 14, 1996



THIS INDENTURE, made this _____ day of _____, 1993 between JAMES E. STAMM, residing at 168 Union Avenue, New Windsor, New York 12553, Grantor, and _____, residing at _____, Grantee.

WITNESSETH, that the Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantor, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly line of Union Avenue, said point located 535.85 feet on a course of North 53° 52' West from a stone monument as shown on a certain map entitled "Woodlawn Park" (revised November, 1942), said map made by T. Jargstoff, L.S., dated on November 5, 1942 and filed in the Office of the Clerk of Orange County on November 30, 1942 as Filed Map #1254; thence continuing along the road line on the same North 53° 52' West 93.00 feet to a point; thence still along the road line and on a chord, with an undefined arc, North 09° 20' West 42.77 feet to a point on the easterly line of Cedar Avenue; thence along the line of Cedar Avenue North 35° 12' East 50.00 feet to a point; thence along on a line parallel with Union Avenue and along the lands now or formerly of Faitak, South 53° 52' East 123.00 feet to a point in the westerly line of lands now or formerly of Andrews, et al.; thence along this westerly line South 35° 12' West 80.00 feet to a point on the northerly line of Union Avenue and the point or place of BEGINNING.

Being and intending to convey the same premises conveyed to Grantor by Bargain and Sale Deed dated September 16, 1991 and recorded in the ORANGE County Clerk's Office September 27, 1991 in Liber 3499 of Deeds, page 185.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The words "Grantor" and "Grantee" shall be construed as if they read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this Deed the day and year first above written.

In Presence of

JAMES E. STAMM

STATE OF _____)
COUNTY OF _____) SS:

valuable consideration paid by the Grantor, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

AND THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly line of Union Avenue, said point located 535.85 feet on a course of North 53° 52' West from a stone monument as shown on a certain map entitled "Woodlawn Park" (revised November, 1942), said map made by T. Jargstoff, L.S., dated on November 5, 1942 and filed in the Office of the Clerk of Orange County on November 30, 1942 as Filed Map #1254; thence continuing along the road line on the same North 53° 52' West 93.00 feet to a point; thence still along the road line and on a chord, with an undefined arc, North 09° 20' West 42.77 feet to a point on the easterly line of Cedar Avenue; thence along the line of Cedar Avenue North 35° 12' East 50.00 feet to a point; thence along on a line parallel with Union Avenue and along the lands now or formerly of Faltak, South 53° 52' East 123.00 feet to a point in the westerly line of lands now or formerly of Andrews, et al.; thence along this westerly line South 35° 12' West 80.00 feet to a point on the northerly line of Union Avenue and the point or place of BEGINNING.

Being and intending to convey the same premises conveyed to Grantor by Bargain and Sale Deed dated September 16, 1991 and recorded in the ORANGE County Clerk's Office September 27, 1991 in Liber 3499 of Deeds, page 185.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The words "Grantor" and "Grantee" shall be construed as if they read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this Deed the day and year first above written.

In Presence of _____
JAMES E. STAMM

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 1993 before me, the subscriber, personally appeared JAMES E. STAMM to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

Notary Public

Tax Account Number: 19-4-84
Property Address: 168 Union Avenue, New Windsor, New York 12553

GALLO & IACOVANGELO

ATTORNEYS AND COUNSELORS AT LAW

SUITE 200 WEGMAN BUILDING

80 WEST MAIN STREET

ROCHESTER, NEW YORK 14614

LOUIS J. GALLO
OF COUNSELTELEPHONE: 454-7145
FAX 454-2476
AREA CODE 716

HAROLD G. ASHWORTH
 CATHY J. BARDENSTEIN **
 CASBY E. CALLANAN
 JANET M. GABEL
 WILLIAM A. GARRISON
 STEPHEN E. HALL *
 MARK S. HOLLERBECK
 BERNARD J. IACOVANGELO
 FRANK B. IACOVANGELO
 JOSEPH W. JACEK, JR.
 GLORIA LOPEZ
 TIMOTHY K. McCUSKER
 KENNETH L. PENNICA
 MICHAEL A. POLAZZIE
 MICHAEL J. RINGROSE
 ANTHONY M. SORTINO
 GERALD J. VASHLE
 SANDRA G. WILMOT

January 13, 1993

ALSO ADMITTED TO:
 AZ BAR *
 GA BAR **

Relocation Closing Services, Inc.
 120 Longwater Drive
 Norwell, Massachusetts 02061

Attention: Cathy Riley

PROPERTY: 168 Union Avenue
 Town of New Windsor
 County of Orange

OWNERS: Stamm, James E.
 FILE NO. 2353-00-0032

Dear Ms. Riley:

I have examined the title to the above-referenced property and I am pleased to advise you of the following matters: Title has been verified in the name of James E. Stamm, by virtue of a deed dated September 16, 1991 and recorded on September 27, 1991 in Liber 3499 of Deeds at page 185.

The following Mortgage appears of record; 1. Mortgage to secure \$95,000.00 to Marine Midland Mortgage Corporation, dated September 27, 1991, and recorded September 27, 1991 in Liber 4091 of Mortgages, Page 116.

The abstract of title which I reviewed did not contain a full twenty (20) year bankruptcy and federal court search. This letter is subject to any returns which such a search would reveal. Please be advised that I have ordered the necessary search and will advise you accordingly upon receipt of the same.

This title report is subject to any state of facts a guaranteed instrument survey map of the property may show, including any question of compliance with covenants and restrictions, zoning matters, or the existence of encroachments and location of easements.

Page 2
January 13, 1993

The 1993 County Taxes in the amount of \$1,348.36 are currently unpaid. The tax period runs from January 1, 1993 to December 31, 1993. Enclosed please find a copy of said bill.

The 1992/93 School Taxes in the amount of \$1, 212.01 are currently paid. The tax period runs from July 1, 1992 to June 30, 1993. Please be advised I have ordered a copy of said bill and will forward it to you upon receipt.

Unpaid taxes will become a lien on the property. Therefore, any unpaid real property taxes will be paid from the sale proceeds at the closing.

The assessment for the property is \$27,500.00. This assessment does not contain an exemption.

Pursuant to the Town of New Windsor this property is located on municipal public water. The water bill, in the amount of \$9.30 is unpaid and it covers the period from June 16, 1992 to September 16, 1992. Please be advised that unpaid water bills may become a lien on the property.

The Town of New Windsor advises that this property is located on public sewer. The sewer bill, in the amount of \$28.90 is unpaid and it covers the period from October 1, 1992 to December 31, 1992. Please be advised that unpaid sewer bills may become a lien on the property.

A full Abstract of Title was not available for examination. Our report is based upon a Preliminary Report of Title prepared by Lawyers Title Insurance Corporation. Accordingly, it is likely that you will be required to provide the purchaser with, and pay for a fee title insurance policy at the time of closing.

We will also need two additional items to clear title to this parcel. One is proof that Michael J. DiViesti and Michael J. DiViesti, Jr. are one and the same person. We will also require proof of death or conveyance by Paul J. Stamm prior to September 16, 1991.

Please be advised that we have certified title with the noted exceptions stated above as of the date of this letter. We are not able to guarantee that no change will affect title after this date. However, if authorized, we will be happy to supply you with an updated title certification upon request. If requested, we can provide additional supplemental title examinations at your cost to determine what changes, if any, have affected title to the property. Therefore, please advise if additional examinations are required between now and the closing.

Page 3
January 13, 1993

Please also find enclosed the following documents for the Transferee's signatures before a Notary Public:

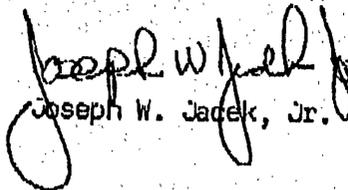
1. Bankruptcy, Judgment and Federal Tax Liens Affidavit.
2. Real Property Transfer Gains Tax Affidavit.
3. Warranty Deed.
4. Bill of Sale.
5. Smoke Alarm Affidavit.
6. Forwarding Address Information Form.
7. W-9 Form.
8. Social Services Affidavit

For your information, my paralegal Francine M. Dean will be assisting me on this file.

Should you have any questions relative to the above, please do not hesitate to contact me.

Very truly yours,

GALLO & IACOVANGELO


Joseph W. Jacek, Jr.

JWJjr/FMD/pli
Enclosures

Member of
NATIONAL ASSOCIATION
OF REALTORS
Orange County Board of Realtors



A.B.S. REALTY, CORP.

Newburgh Office
565-6080

Corwall Office
534-3300



PURCHASE AGREEMENT

Made and dated this 11th leash day of December, 1993

BETWEEN Corporate owner residing at DANIEL S.S. [Signature]

Who hereby agrees to sell, and Samuel + Sosamma Samuel residing at 117 B Wellington Drive, Squire Village, New Windsor, N

Who hereby agrees to purchase the property known and described as: at 148 Union Avenue
New Windsor, NY
sect. 019. 4. 084

Under the following terms and conditions:
Price One Hundred Thousand Dollars (\$ 100,000.)

Payable as follows:
\$ 1,000 Cash herewith, receipt of which is hereby acknowledged.
\$ 1,000 Cash on signing superseding contract on or about December 30, 1993
\$ _____ Cash on taking title to the premises.
\$ _____ Subject to existing mortgage bearing interest at _____ %.
\$ 95,000 Subject to purchaser obtaining a 30 year SANJMA mortgage at prevailing rate.
\$ _____ By buyer giving a _____ year purchase money _____ mortgage at _____ %.

subject to satisfactory ENGINEERS, pest and
radon inspections.

See the attached Addendum to the Purchase Agreement
and Resident Owners Real Property Inspection Statement
which hereby become part of this contract.
Non-Real Estate items included in this sale are: DISHWASHER + RANGE
IN GOOD WORKING CONDITION.

In the event purchaser fails to obtain the above mortgage commitment(s), this contract shall become null and void and of no effect, and all deposits shall be returned with no liability either party to the other.

Premises will be conveyed subject to restrictive covenants or other covenants of record, if any, which may be in force and effect. Taxes to be prorated as of date of closing. Closing of title will be at the office of:

the institution granting mortgage [Signature]
on or about FEB 28 March 1993

PARTIES acknowledge CENTURY 21 A.B.S. REALTY as the sole broker who effected this sale, and the seller agrees to pay said broker its commission in the amount of 1%. This document shall impose the same obligations and confer the same rights as though it were a contract unless or until superseded by a more formal contract.

PARTIES authorize said broker to hold in trust, all monies payable under Binder and/or Contract and account for same at closing of title. The monies collected are held in an escrow account at the Bank of New York.

Sellers Attorney galeo Acopangelo 716-
80 W. Main St. Rochester 434-7145

Buyers Attorney Don Blazyn
ble 94 New Windsor
561-6920

Seller [Signature]

Buyer [Signature]
Sosamma S.

Bloom & Bloom, P.C.

ATTORNEYS AND COUNSELORS AT LAW

DANIEL J. BLOOM
PETER E. BLOOM

530 BLOOMING GROVE TURNPIKE
(AT THE PROFESSIONAL CIRCLE)
P.O. Box 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (914) 561-6920
FAX: 914-561-0978

February 24, 1994

Key Corp. Mortgage
78 Broadway
Newburgh, New York 12550

Attention: Mr. Jerry Stuit

RE: **SAMUEL FROM RELOCATION RESOURCES**
Premises located at: 168 Union Avenue, New Windsor, NY
County of Orange
Our File No. R-7318 (SAMUEL)

Dear Mr. Stuit:

Enclosed please find an executed copy of the Contract of Sale with respect to the captioned matter, in support of our clients' mortgage application.

Please furnish our office with a copy of the mortgage commitment as soon as same is issued.

Thank you.

Very truly yours,


DANIEL J. BLOOM
djb:kp
enc.

cc: Mr. and Mrs. Daniel Samuel
47B Wellington Drive
New Windsor, New York 12553

cc: Century 21-ABS Realty of Cornwall - Att: Pam
cc: Edmund R. Marion Realty World - Att: Kerry Kirk

February 14, 1994

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PRELIMINARY MEETING:

STAMM, JAMES

Ms. Kerry Kirk appeared before the board for this proposal.

MR. NUGENT: Request for 26 ft. rear yard variance for an existing deck at 168 Union Avenue (near Cedar) in an R-4 zone. Just tell us what you want to do and if you have the paperwork, pass it around to the board.

MS. KIRK: Actually, I believe Mike and Frank have the actual application. I do have a copy of the survey that I just happen to have that the application is based upon. Pat did ask me to bring a Power of Attorney.

MR. NUGENT: Give them to our attorney and let him just glance through it.

MS. KIRK: It's a deck that was put up. The owner has transferred out an relocation company now has buyers on the property and we're trying to get the C.O. and we're short on the rear setback.

MR. KRIEGER: Who is the record owner?

MS. KIRK: Title owner is still Stamm, he's out of state though.

MR. TORLEY: She has Power of Attorney.

MR. KRIEGER: Yes, for both as a matter of fact covered both.

MR. TORLEY: Would you be able to tell us how long the deck is?

MS. KIRK: As you can see from this, this is the most recent survey of '91 which does not show the deck, that is when Stamm took ownership of it from his mother so my conclusion is after that point in time so it's not that old.

MR. LANGANKE: How old is the house itself?

MS. KIRK: House dates back to '63.

MR. NUGENT: That is pre-existing?

MR. KIRK: Story I had gotten is it's the usual contractor said he didn't need a building permit.

MR. LANGANKE: Is it a raised deck? How high is it?

MS. KIRK: No, as a matter of fact, it's like 2 by 10's and just that high, it's really on ground level more than anything else.

MR. TORLEY: Is it attached to the house directly?

MR. NUGENT: Yes.

MS. KIRK: I'm not going to swear to that, I believe it's sort of modular. You walk out sliding doors and go right on it. It's not going anywhere. Probably take a crane to it get out of there.

MR. TORLEY: My thought always is something like that on the ground is a piece of landscaping.

MR. KRIEGER: According to statutes, it's a building as long as it's raised, however small that is.

MR. LANGANKE: How big is the deck?

MS. KIRK: It's 12 by 18.

MR. NUGENT: You know where the house is right on the corner of Cedar and Union.

MR. KRIEGER: If the board choses to set you up for a public hearing, I need you to bring the original of this with you.

MS. KIRK: All right, fine.

MR. KANE: I'll take a ride down and take a look at it.

February 14, 1994

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MS. KIRK: This is a picture of it, of course in better times, weatherwise.

MR. TORLEY: If it requires the required rear yard depth is 50 feet and structure which apparently pre-exists zoning is already deficient in that no matter what you put on the back, no matter how small would need a variance.

MR. LANGANKE: I don't have anymore questions.

MR. NUGENT: This house has two front yards too.

MR. TORLEY: This is not our normal meeting room, building inspector's wife is ill and we're short a secretary so we don't have the files so we're just going to have to make due.

MR. NUGENT: I'll accept a motion to set them up for a public hearing.

MR. LANGANKE: I make a motion to set the applicant up for a public hearing.

MR. TORLEY: Second it. We don't have any application forms or anything like that, do we.

MR. NUGENT: You're going to have to see Pat.

MR. KRIEGER: There's instructions and get an application form and so forth, which is pretty much self-explanatory, in presenting your variance, you'll need to address five factors which I put down on this taken from the statute and put down so when you do that, please address them in order so we can follow what you're doing.

MS. KIRK: And Pat returns on I understand--

MR. TORLEY: Monday, I think but there will be someone in the office tomorrow.

MR. NUGENT: Just hang loose, we have to have a roll call.

February 14, 1994

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ROLL CALL

MR. TORLEY	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. NUGENT	AYE
MR. KANE	AYE